

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LUCERO SALERMO, on behalf of
herself and all others similarly situated;

Plaintiff,

vs.

HUGHES, WATTERS, & ASKANASE,
L.L.P. and JOHN DOES.

Defendant.

Case No.: [4:19-cv-02791](#)

**PLAINTIFF’S MOTION TO STRIKE
HUGHES, WATTERS & ASKANASE, L.L.P.’S OFFER OF JUDGMENT**

Plaintiff Lucero Salermo files her Motion to Strike Hughes, Watters & Askanase, L.L.P.’s Offer of Judgment. In support of this Motion Plaintiff states the following:

1. Lucero Salermo filed this class action on July 30, 2019 to enforce the Fair Debt Collection Practices Act (“FDCPA”) 15 U.S.C. § 1692 *et seq.* for Defendants’ alleged violations of the Act. The case is brought on behalf of all persons in Texas who are similarly situated pursuant to 15 U.S.C. § 1692k(a)(2)(B).

2. On September 13, 2019, Defendant Hughes, Watters & Askanase, L.L.P. (“HWA”) tendered a partial Rule 68 Offer of Judgment (“the Offer”). A copy is attached hereto as Exhibit A.

3. The Offer consists of a judgment in favor of Lucero Salermo in the amount of \$1,000.00, \$5,000.00 to the purported class, and “attorney’s fees and taxable costs incurred in this action at the time this offer is received” limited to \$15,000.00. (Offer at ¶2)

4. Discovery has not yet commenced in this litigation, and Defendants have not provided the number of persons in the proposed class and the net worth of each of the Defendants.

5. Prior to filing its answer, HWA attempts to use Rule 68 to moot Ms. Salermo’s claims as well as the claims of the putative class.

6. HWA’s Offer fails because it does not provide complete relief and does not provide for approval by this Court as required by Rule 23(e) of the Federal Rules of Civil Procedure.

7. In a class action the plaintiff’s authority is subject to the review and approval of the Court regarding notice, fairness, adequacy, and reasonableness. Fed.R.Civ.P. 23(e)(1)(A), which is subverted by HWA’s Offer.

8. Ms. Salermo has not unduly delayed progression this case as the Complaint was only filed on July 30, 2019. (Doc. No. 1)

9. Plaintiff respectfully requests that HWA's Offer of Judgment be stricken and declared to be of no effect in this case.

10. Defendant HWA opposes this Motion to Strike.

11. Plaintiff's Memorandum in Support of this Motion is filed contemporaneously with the Motion.

Respectfully Submitted by:

Lucero Salerno, On behalf of herself and
all other similarly situated,
Plaintiff,

By: /s/ O. Randolph Bragg
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ATTORNEYS FOR THE PLAINTIFF
AND THE PUTATIVE CLASS

CERTIFICATE OF SERVICE

I hereby certify that on September 23, 2019 I electronically filed the foregoing with the Clerk of the Court, using the CM/ECF system, which will send notification of such filing to all counsel of record.

By: /s/ O. Randolph Bragg
O. Randolph Bragg